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Collective Bargaining Agreements

11-1-1938

F.J. Arend, Saul Smilack, Robert Braun, and others and Amalgamated Meat Cutters and Butcher Workmen of North America, Local 361, 466, AFL (1938)

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F.J. Arend, Saul Smilack, Robert Braun, and others and Amalgamated Meat Cutters and Butcher Workmen of North America, Local 361, 466, AFL (1938)

Location

Toledo, OH

Effective Date

11-1-1938

Expiration Date

11-1-1940

Number of Workers

425

Employer

F. J. Arend; Saul Smilack; Robert Braun; Herbert Clark; Louis Diemer; L. Fourniers; Fred Geha; Glendale Market; Wm. Gottesman; Juhasz Market; Harry Kuperman; Thos. E. Lattin; F. G. Leydorf Packing Company; V. Miller; Newcombs Market; Sam Goodman; Wm. Preece; Philip Provo; Frank Reber; Riekers Market; Alex Rogers; Emile Schmidt; Toody's Meat Market; Louis Bort; Dicks W. Toledo Market; Ernest Ziedlitz; Sam Althaus; Abe Greenberg; L. F. Barshel; George Corawas; Les Bellmans Food Market; Larry Boysen; Geo. F. Bruss; Buck Brothers; Max Ravin; Walter Churchill; Clyde A. Corns; Cutters Grocery; Dorr Nation Wide Market; Economy Store; Eddies Food Market; Wm. P. Eggert; Mel Lewis; Gerbers Market; N. Haddad and Sons; Handy Service Stores; Mr. R. G. Free; Oscar Joseph; Jos. Kelly; Lagos Market; La Marche Market; Lewis Food Market; Owen Murtagh; Maas and Company; Milton Kalniz; Geo. L. Metzger; Wm. Michail Meat Company; A. E. Mickens; Moesch and Company; Obee Nation Wide Market; Owens Wholesale Market; Packers Outlet; Prescott Quality Market; Priebe's Nation Wide Market; Harold Ramisch; Rubins Market; Geo. Saddy; Savon Food Market; Scholz Market; Milton R. Schulz; Vern Smith; J.R. Sumner; Ben Hertzberg; J. C. Vermas; Wagners Market; Harold J. Wendt; Jos. Yeager and Son; H. J. Zilles; Wm. Zouhary; Boyers Market; Albert N. Matile; G and W Market; George and Harry's Market; Stanly Goscini; Ideal Food Market; Joe Applebaum; Sears Market; Turpening Market; Wagner's Market; Steve's Market; Adams Grocery; E. H. Adkins; Althaus Market; Arlington Market; Artz Grocery; Ashland Market; C. J. Bader; Carl L. Barnes; Edw. J. Barshel; Baumans Cash Market; Bayside Market; F. E. Behrendt; Leydorf Meat Market; Alfred Meyer; Meyer and Davis; John A. Rimler; Schmidt Meat Market; Seegert and Page; Kazmaiers Market; Kenwood Market; E. A. Nussbaum; Pervins Cut Rate Market; P. J. Reinlein; Harold C. Clark; Niel W. Coffman; H. R. Collins Food Market; Corner Store; C. A. Corns Market; P. C. Crites; Shoppers Food Market; Earls Market; Felkers Market; A. B. Fournier; Edw. J. Fries; Hawley Market; Dave Bort Meat Market; Boyers Meat Market; C. H. Bremer; Donald Davidson; G. A. Eberlin; Klein Meat Market; Louis Benson; Beutlers Red and White Store; Fred H. Buske; Carls Market

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

361, 466

NAICS

44

Sector

Private

Item ID

6178-009b130f019_06

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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Retained Contract

ARTICLES OF AGREEMENT entered into this _____ day of _____ between the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF N. A., LOCAL 466 and LOCAL 361 and the MANAGEMENT OF _____ located in the City of Toledo hereinafter referred to as the UNION and the EMPLOYER respectively.

WHEREAS It is understood and agreed that this CONTRACT shall annul any previous AGREEMENT between the aforementioned parties and shall be in force and effect for ONE YEAR after the signing of this AGREEMENT, and,

WHEREAS The Employer recognizes the UNION as the Bargaining Agent for all employes herein designated and agrees to observe all Provisions of this Agreement as follows:

ARTICLE 1. (a) Ten consecutive hours with one hour off for lunch shall constitute the work day on all days except Saturday or the day preceeding Holidays. Twelve consecutive hours with one-half hour off for lunch and one-half hour off for supper shall constitute the work day on Saturdays or the day preceeding Holidays. There shall be no work on Sundays.

(b) The Employer shall set a regular starting time for each Employe which will automatically designate his quitting time. There shall be no overtime work except in cases of extreme emergency where it may be necessary to give care to any product that is highly perishable.

(c) There shall be no work on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's. Weeks in which Holidays occur shall be considered as full weeks and men are to receive a full weeks pay.

(d) The term "overtime" shall be deemed and construed to mean the time worked between the quitting time of one's work day and the starting time of the next work day. Fifteen (15) minutes shall be allowed for clean up or starting time in any one day and such work shall not be construed as overtime.

(e) All "overtime" work shall be considered as time and one-half, and employes shall be paid on an hourly basis for such time.

ARTICLE 2. (a) The term "counter-men" shall include all employes of the Meat, Poultry and Fish Counters who are engaged in servicing the counters or serving the trade principally.

(b) The term "meat cutters" shall include all employes of the fish or meat departments who are employed in the work rooms or cellars of these departments in handling, cutting or processing meat or meat products and fish.

(c) The term "Managers" shall include any Meat Cutter who is responsible for the efficient management of the Market.

(d) The term "Junior Meat Cutters" shall include all employes of less than two years experience.

(e) The term "Apprentice Meat Cutters" shall include all employes of less than one years experience.

(f) All Managers, Meat Cutters and Counter-men shall be classified according to the following scale and shall receive not less than the rate therein specified.

ARTICLE 3. CLASSIFICATION AND SCALE OF MANAGERS, MEAT CUTTERS, COUNTER MEN AND APPRENTICES

| | |
|---------------------------------|------------------|
| Meat Department Managers | \$35.00 per week |
| Counter-men | 27.50 per week |
| Meat Cutters | 32.50 per week |
| Junior Meat Cutters | 25.00 per week |
| Apprentices (first six months) | 16.00 per week |
| Apprentices (second six months) | 18.00 per week |

(a) The Employer may have the privilege of hiring either Apprentices or Junior Meat Cutters at the ratio of two (2) Journeymen Meat Cutters to one (1) Apprentice or one (1) Junior Meat Cutter. Apprentices shall not work part time or on Saturdays. There shall be no restriction to the number of Counter-men that may be hired, but in no case will counter-men perform the work of regular or part time Meat Cutters except when he shall be paid accordingly.

(b) All extra or part time employees shall receive the rate according to the classification or type of work performed and as herein specified as follows:

| | | |
|---------------------------------|----------------|-----------------|
| Extra or part time Meat Cutters | \$5.00 per day | Saturday \$6.50 |
| Extra or part time Counter men | \$4.50 per day | Saturday \$5.50 |

All extra men shall be members in good standing of the Amalgamated Meat Cutters and Butcher Workmen of N. A. Local 466, and the Employer shall agree to deduct the sum of 50¢ each week from the wages paid to extra men as Union Dues to be paid to the Amalgamated Meat Cutters and Butcher Workmen, Local 466.

(c) In no case shall any employee of any classification of the Meat Department receive less than the scale for his classification or be reduced in hours, wages or conditions or lose any benefits that he now receives or be required to perform the work of an employee in a higher classification except where he shall be paid accordingly.

(d) All employees of one (1) year service or more shall receive seven (7) consecutive days vacation with pay.

ARTICLE 4. (a) The employer hereby agrees to employ only Union men in their Meat Departments that are in good standing of Local 466. Any member who is suspended or not in good standing in Local 466 shall be discharged.

ARTICLE 5. The Business Agent or any other authorized Representative of the Union shall have the right to enter the work room or establishment of the Employer during any working hour to investigate and discuss with the employer of his employees or any other persons, any complaint in question affecting the Union or any of the employees.

ARTICLE 6. (a) No steady employees shall be discharged or layed off without good and sufficient cause or without one (1) week advance notice. Included in the advance notice shall be a written statement explaining the cause of said lay off or discharge. Employees shall give one (1) week advance notice before quitting.

(b) No notice shall be necessary when employees are discharged for dishonesty or intoxication.

ARBITRATION CLAUSE

ARTICLE 7. (a) Should differences arise between employer and employees that cannot be settled by the Representative of the Union such differences must be referred to an Arbitration Board consisting of two (2) employers in the same line of business (not the employer or employee in dispute), two (2) members selected by the Union and a neutral party who would not be affected by a decision either way, to be agreed upon by the four (4) already selected. There shall be no lockout or cessation of work until said Board shall render a decision on matters in dispute, which decision must be rendered within fifteen (15) days.

(b) Should the board find that any employee was unjustly discharged, the employer must reinstate him, pay for all the time lost and any damages that may be justly entitled to the said Employee or Local Union 466.

ARTICLE 8. (a) All employees that are eligible must become members of Local 466 within ten days after signing of this Agreement.

(b) No woman, girl, grocery employee, or anyone under eighteen (18) years of age, will be permitted to handle or merchandise any meat product or perform any work in the Meat Department other than office work, such office work not to be performed behind the meat counter in any Meat Market.

ARTICLE 9. (a) The Employer agrees to display the International Union Market Card in such a manner and place that all customers may clearly see it. This card can be withdrawn by the Local 466 at any time there is any proven violation on any Article in this Agreement.

(b) This agreement is to be posted in place of employment so that every employee may have equal and easy access to same.

ARTICLE 10. (a) When in need of help the employers must give preference to members in good standing of Local 466. The Employer may have ten days trial and may either refuse or accept the employee.

(b) Local 466 will furnish men who will work to the best interest of the employer in every way, just and lawful, who will give honest and dilligent service to the patrons of the Employers establishment, will do everything in their power looking for the uplifting of the Meat Industry.

(c) The Employer agrees not to negotiate with any but the duly elected officers of Local 466, and further agrees not to make a contract with anyone not affiliated with Local #466.

ARTICLE 11. This entire agreement expires _____. Any alteration that may be desired by either party to this Agreement at the time of expiration must be made known not later than thirty days prior to its expiration. In case neither party serves notice for a change in this Agreement at its expiration, it shall automatically extend to _____.

SIGNED FOR LOCAL UNION #466
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA A. F. of L.

President _____

Employer _____ Fin. Sec. _____

Employer _____ Bus. Rep. _____

MERCHANTS

F. J. Arend
Arends Markets
1620 Adams St.

Saul Smilack
Smilacks Market
25 W. Bancroft

Robert Braun
706 Woodville

Herbert Clark
1047 Western

Louis Diemer
Diemers Market
1624 Lagrange

L. Fourniers
1780 Arlington

Fred Geha
1238 Superior

Glendale Market
2002 Glendale

Wm. Gottesman
349 W. Bancroft

Juhasz Market
2002 Front Street

Harry Kuperman
118 E. Bancroft

Thos. E. Lattin
Kurtz Market
514 Summit St.

F. G. Leydorf Packing Co. 1353 E. Broadway
1949 Broadway

V. Miller
4871 Summit St.

Newcombs Market
4506 Lewis Ave.

Sam Goodman
People's Market
608 Summit St.

Wm. Preece
919 Washington

Philip Provo
Provo Packing Co.
3268 Monroe St.

Frank Reber
903 Buckeye

Riekers Market
601 Tecumseh

Alex Rogers
Rogers Market
604 Summit St.

Emile Schmidt
Schmidts Market
1016 Sylvania Ave.

Toody's Meat Mkt.
1205 Dorr St.

Louis Bort
United Market
831 Starr Ave.

Dicks W. Toledo Mkt.
Sylvania Avenue

Ernest Ziedlitz
1710 Dorr St.

Sam Althaus
Althaus Market
1525 Eleanor

Abe Greenberg
Ashland Mkt.
2115 Ashland

L. F. Barshel
1948 Detroit Ave.

George Corawas
Baywood Mkt.

Les Bellmans Food Mkt.
2677 Monroe

Harry Boysen
1116 Broadway

Geo. F. Bruss
1540 Broadway

Buck Brothers
2017 Glendale

Max Ravin
Cherry Whse. Mkt.
3248 Cherry St.

Walter Churchill
J. W. Churchill
2632 Upton

Clyde A. Corns
625 Broadway

Cutters Grocery
2068 Wayne St.

Dorr Nation Wide Mkt.
1836 Dorr St.

Economy Store
751 Dorr

Eddies Food Market
308 W. Central

Wm. P. Eggert
701 Woodville St.

Mel Lewis
Food Center
820 Starr Avenue

Gerbers Market
1419 Sylvania

N. Haddad & Sons
1201 Huron

Handy Service Stores
121 Erie St.

Mr. R. G. Free
Hunts Markets
13 Huron St.

Oscar Joseph
534 Lagrange

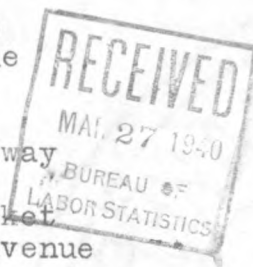
Jos. Kelly
K & S Markets
Detroit Avenue

Lagos Market
1355 E. Broadway

La Marche Market
3507 Island Avenue

Lewis Food Market
4456 Lewis Avenue

Owen Murtagh
M B & S Markets
2267 Auburn



Maas & Company
1401 Mott Ave.

Milton Kalniz
Market Basket
2509 Collingwood

Geo. L. Metzger
112 Main St.

Wm. Michail Meat Co
220 Millard Ave.

A. E. Mickens
2012 Starr Ave.

Moesch & Company
740 Buckeye

Obee Nation Wide Mkt.
705 Sylvania

Owens Whse. Mkt.
2221 Albion St.

Packers Outlet
2542 Dorr St.

Prescott Quality Mkt.
2132 Ashland

Priebes Nation Wide Mkt.
2482 Ashland

Harold Ramisch
1801 Broadway

Rubins Market
1956 Canton

Geo. Sadd
328 Cherry

Savon Food Market
3947 Detroit

Scholz Market
1052 St. James Ct.

Milton R. Schulz
752 Fernwood

Vern Smith
918 Starr Ave.

J. R. Sumner
1302 Kelsey

Ben Hertzberg
Triangle Mkt.
1501 Washington

J. C. Vermas
648 Sylvania

Wagners Market
1512 Dorr St.

Harold J. Wendt
1387 Sylvania

Jos. Yeager & Son
4203 Lewis Ave.

H. J. Zilles
825 Galena

Wm. Zouhary
701 Magnolia

Boyers Market
2212 W. Central Ave.

Albert N. Matile
868 E. Broadway

G & W Market
2231 Monroe

George & Harry's Mkt.
1201 Dorr St.

Stanly Goscin
3302 Stickney

Ideal Food Mkt.
1302 Adams

Joe Apolebaum
Joe's Food Center
412 Beacon

Sears Market
1119 Adams

Turpening Market
604 Lagrange

Wagner's Market
1512 Dorr St.

Steve's Market
2035 Dorr St.

Adams Grocery
1108 Adams St.

E. H. Adkins
2107 Lawrence

Althaus Market
1525 Eleanor

Arlington Market
876 Geneva

Artz Grocery
1060 Harding Dr.

Ashland Market
2115 Ashland

C. J. Bader
802 S. Erie

Carl L. Barnes
309 Crittenden

Edw. J. Barshel
896 Colburn

Baumans Cash Market
808 Western

Bayside Market
5536 Edgewater

F. E. Behrendt
404 South St.

Leydorf Meat Market
1651 Sylvania

Alfred Meyer
828 Ewing

Meyer & Davis
1403 Western

John A. Rimler
3504 Upton Ave.

Schmidt Meat Market
1883 Wayne

Seegert & Page
1632 W. Bancroft

Kazmaiers Market
1407 South

Kenwood Market
4003 Monroe

E. A. Nussbaum
2240 Broadway

Pervins Cut Rate Mkt.
2268 Auburn

Klein Meat Market
3117 Cherry St.

P. J. Reinlein
574 Colburn

Louis Benson
2172 Arlington

Harold C. Clark
800 Galena

Beutlers Red & White Store
705 South St.

Niel W. Coffman
401 N. Hawley

Fred H. Buske
647 Nicholas

H. R. Collins Food Mkt.
1520 Sylvania

Carls Market
2065 Starr Avenue

Corner Store
2847 Dorr St.

C. A. Corns Market
1202 Idaho

P. C. Crites
2521 Glendale

Shoppers Food Mkt.
704 Sylvania

Earls Market
5039 Summit

Felkers Market
2107 Ashland

A. B. Fournier
1158 Walbridge

Edw. J. Fries
1553 Western

Hawley Market
1002 Indiana

Dave Bort Meat Mkt.
2536 Detroit Ave.

Boyers Meat Market
2212 W. Central

C. H. Bremer
908 South St.

Donald Davidson
109 W. Wayne
Maumee -

G. A. Eberlin
634 Main St.

SECOND REQUEST
U. S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON

Meat #466
Toledo, Ohio
11-1-40

UNION AGREEMENTS

January 3, 1940

Mr. Roland Clabaugh, Sec'y #466
Amal. Meat Cutters & Butcher Workmen
Labor Temple, 10th & Adams
Toledo, Ohio

Dear Sir:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the materials only for general analysis which will not reveal the name of your union.

The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Enc.


Isador Rubin
Commissioner of Labor Statistics.

Name of company or employers' association signing the agreement List enclosed

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 136

Number of union members working under terms of agreement 350

Number of nonmembers working under terms of agreement 75

Branch of trade covered Retail Meat Markets

Date signed Nov - 1938 Date of expiration Nov 1940

Please check here if you wish the agreement returned no

Willard J. Shears, Bus. Rep. 912 Adams st
(Name of person furnishing information) (Address)